

Special Inducements

On all our Pianos and Organs— LUDWIG, BRIGGS, VOSE And Others.

Perry Brothers

205 Wyoming Ave., SCRANTON

Ice Cream. BEST IN TOWN. 25c Per Quart.

LACKAWANNA DAIRY CO Telephone Orders Promptly Delivered

DR. A. A. LINDABURY. Specialist—Surgery, Diseases of Women

Scranton Transfer Co., HUGH J. KEENAN, Manager.

C. S. SNYDER, The Only Dentist

DR. H. B. WARE, SPECIALIST. Eye, Ear, Nose and Throat



CITY NOTES

BOARD OF HEALTH MEETING—A regular meeting of the board of health will take place tomorrow night.

MEETING TODAY—The Central Woman's Christian Temperance union will meet this afternoon at 2 o'clock in Guernsey's hall.

ART SECTION MEETS—The first meeting of the art section of the Green Ridge Library Tuesday, October 3, at 4 p. m.

NO CREDITORS APPEARED—There were no responses to the call for a meeting of the creditors of Joseph J. Klein, petitioner in bankruptcy.

BUSINESS MEETING—The Ladies' Aid of the Universalist church will have a business meeting and social Friday afternoon at the home of Mrs. A. R. Sisco.

WEEK'S EXCHANGES—The following were the exchanges at the Scranton Clearing house last week: Monday, \$24,508.75; Tuesday, \$23,471.71; Wednesday, \$11,501.24; Thursday, \$24,528.34; Friday, \$12,290.00; Saturday, \$10,588.78; total, \$115,871.72.

DEATH RATE—Thirty-four deaths, two above the average, were reported last week to the board of health.

JUMPING ON CARS—James Brown, of 1806 Pluton avenue, was arrested at the North yesterday for jumping on the cars.

BAPTIST PASTORS—The regular weekly conferences of the Baptist Pastors' union were resumed yesterday in the Penn Avenue Baptist church.

ELMHURST COUPLE MARRIED—Henry Weisel and Mrs. Frances Tooley, of Elmhurst, came to the city yesterday and procured a marriage license from Clerk of the Courts Thomas P. Daniels.

OVERCOME BY GAS—A tramp who gave his name as William Tierman, was found in an unconscious condition at the South mill of the Lackawanna Iron and Steel company yesterday morning.

Journeyman Plumbers, 540 Spruce street, telephone 1293.

LAST WEEK OF THE COMMON PLEAS TERM

A LARGE NUMBER OF CASES WERE CONTINUED.

The Only Case Put on Trial Yesterday was Charles H. Lowery Against Alexander Morrison—Patrick H. Bergen Objects to Being Ignored by the Borough Council of Mayfield and Appeals to the Court.

The third and last week of the present term of common pleas court opened yesterday morning, but owing to the numerous requests for the continuance of cases the court had only one case to try during the day.

Continued—J. W. Guernsey against W. C. Ford and others; J. S. Smith and others against P. E. Loomis and others; David Sprink against Elce, Levy & Co., importers; J. B. Cleveland against John T. Jones, appeal; John H. Snyder against Austin Coal company, assignee; Mary Barrett against John Palmer and others, appeal; Kenney Brothers against James Davitt, appeal; William P. Brady against Mina Robinson, assignee; J. B. Cleveland against the City of Scranton, trespass; Charles Cavanaugh against Ellen Finnan and others, ejectment; Lebeck & Corin against J. B. Woolsey & Co. and John Jernigan, trespass; J. O. Rogers against W. Hollander, appeal; Richard R. Williams against Isaac P. Hand and others, executors, assignee; Milton Zerfass against Scranton Traction company.

In the case of Andrew Diskin against the Greenwood Coal company, limited, a non-suit under the Act of 1812 was granted, the plaintiff failing to put in an appearance.

The only case tried was heard before Judge Gunster. Charles H. Lowery is the plaintiff and Alexander Morrison is the defendant.

Lowery owns a farm at Mayfield, which he leased to Morrison. He is now suing to recover \$157.50 rent, which he alleges is due him.

Morrison produced receipts signed with Lowery's name for rent amounting to \$140 and he also alleges that he paid taxes for Lowery and furnished him with vegetables, so that in reality Lowery owes him \$15.

The case was given to the jury at 4:30. Attorney W. S. Huislander appeared for the plaintiff and Attorney C. W. Dawson for the defendant.

The Langtag Contest. There will be no testimony taken this week in the Langtag election contest.

The contestants closed their side of the case Saturday and the contestant was expected to begin yesterday to offer evidence in rebuttal.

Attorney R. H. Holgate, of counsel for the contestant, asked the court yesterday morning for permission to have their thirty-five days begin next Monday, as they were not ready at this time to begin to offer testimony.

Court refused to grant the request, but that at the expiration of the thirty-five days they will listen to a request for extension of time, if all of the content's rebuttal testimony is not then in. The contestant will offer no testimony this week and take chances on an extension of time later.

Decree in Coray-Jenkins Case. In the matter of exceptions to findings of fact and conclusions of law in the case of A. Coray against John S. Jenkins, Judge Gunster yesterday handed down the following decree:

"That an account be taken between the parties of and concerning the matters complained of in the bill of complaint; that the injunction heretofore granted in this case be in the meantime continued restraining the defendant from making any transfer or disposition of any property held by him in trust for the plaintiff, or if any property acquired by him by means of the proceeds of the sale of the real estate until said account is settled; and the consideration of all other matters is reserved until the settlement of said account."

Evans Feels Aggrieved. Daniel J. Evans, of West Scranton, yesterday brought an action against Davis and Herman Englehart because of slanderous words he alleges they uttered against him.

In his declaration Evans charges Davis and Englehart with having publicly charged with him stealing potatoes, and with having defamed him by saying Evans caused \$2,000 damages from the defendants. He is represented by Attorney John R. Edwards.

Old Forge Wants Wards. Court is considering a petition to have a commission appointed to divide Old Forge borough into wards. It was presented yesterday by Attorney John H. Bonner, representing the council and about a score of property holders.

At present the borough is divided into three wards, the First, Second and Fourth. The Third ward was merged with Taylor borough.

Yesterday's Marriage Licenses. William S. Prentiss, Minneapolis, Minn. Anna Rosenkrantz, Carbondale. Frank Woodward, Scranton. Winifred R. Ruddy, Scranton. Henry Weisel, Elmhurst. Frances Tooley, Elmhurst. John Henry Strin, Carbondale. Anna C. Heckman, Archbald.

Court House News Notes. Court yesterday approved of the charter of the Green Ridge Coal Company, a non-profit corporation.

Civil Engineer Edward F. Bennett, yesterday registered with W. Ward Warren & Knapp as a student-at-law. Attorney M. J. McAndrew was appointed to take testimony in the divorce case of Phoebe Milleck against Frank J. Milleck.

In the case of Sarah A. Ord and others against John Gannon and others, Sarah A. Ord was allowed the land

IN QUESTION AT THE VALUATION FIXED BY THE COMMISSIONER, \$2,100.

In the case of John J. Fahey against the Enterprise Insurance company a rule was granted yesterday to show cause why a trial should not be awarded. The rule is returnable to argument court.

A charter was granted yesterday by the court to the Callender Memorial association of Blakely, which has for its object the maintenance of a hall and library in Blakely in memory of the late Samuel Callender.

Martin Burke, of this city, who was drawn as a juror for this week, failed to appear yesterday and was fined \$20. P. D. Manley, of Dunmore, was fined a similar amount, but he appeared later in the day and the fine was remitted.

An application was made yesterday to the court for a charter for the Payne Accidental fund. The subscribers are Joseph Marsel, Frank Damsch, John Coombe, William J. Howells and James Stone.

The hearing of the injunction case of R. E. Hurley against the president and managers of the Delaware and Hudson Canal company, which was begun in 1885, was set down for a hearing yesterday, but was continued until the second Monday of January next.

Judge Archbald yesterday fixed the afternoon at 1:30 o'clock as the time for a hearing in the case of John Kotch, who was committed by Judge Blakely, on a charge of assault and battery. The prosecutor is S. M. Liddleman and Kotch alleges that he is arrested for the purpose of trying to enforce the payment of a debt.

FATHER LOUGHRAN'S WILL Gives His Entire Estate of Over \$200,000 to Charities—Full Text of Will.

Register of Wills Koch yesterday admitted to probate the will of Rev. John Loughran, late pastor of St. Joseph's Catholic church of Minooka. His entire estate amounting to distributed is given to charity. The full text of the will is as follows:

Know all men by these presents: That I, John Loughran, pastor of St. Joseph's congregation of the village of Minooka, Lackawanna county, Pennsylvania, being of sound mind, memory and understanding, do make, publish and declare this to be my last will and testament.

I, I direct that all my just debts and funeral expenses be paid by my executor hereinafter named, as soon as conveniently may be after my decease.

I, I direct that my last will and testament be in Minooka Catholic cemetery, and that a simple stone be erected over my grave.

I, I bequeath to the Rt. Rev. Michael J. Hoban, bishop of Scranton, the sum of \$10,000 in trust for St. Joseph's congregation of the village of Minooka; said sum to be used and expended for the building of a parsonage on the improvement of the present church, or the erection of a new one as the bishop of Scranton shall deem for the best interests of the congregation.

I, I bequeath to the Sisters of St. Joseph's Foundling home, Scranton, Pa., the sum of one thousand (\$1,000) dollars.

I, I bequeath to the Sisters of St. Joseph's Foundling home, Scranton, Pa., the sum of one thousand (\$1,000) dollars.

I, I bequeath to the Lackawanna hospital the sum of five hundred (\$500) dollars.

I, I bequeath to Rt. Rev. Michael J. Hoban, bishop of Scranton, the sum of five thousand (\$5,000) dollars, to be used among the necessary charities in the city of Scranton.

I, I bequeath to the Sisters of St. Joseph's Foundling home, Scranton, Pa., the sum of one thousand (\$1,000) dollars, to be used for the education of the poor, and to be used for their benefit.

Lastly, I do hereby nominate and appoint Rev. E. J. Melley, Scranton, Pa., to be executor of this my last will and testament. In testimony whereof, I have hereunto set my hand and seal this twentieth day of August, A. D. 1899, at Scranton, and eight hundred and ninety-nine.

John Loughran. Signed, sealed, published and disclosed to be the above named John Loughran, as and for his last will and testament, in the presence of us, who at his request, and in the presence of each other have hereunto subscribed our names as witnesses thereto. John O'Malley, M. D. M. M. McGinley.

STOLE A DRESS SKIRT. Boarding House Thief Arrested on Serious Charge.

A young woman giving the name of May Davis was arrested in Moosic yesterday charged with the larceny of a dress skirt valued at \$10 from Mrs. Keech's boarding house at 515 Mulberry street, belonging to Miss Mamie Cullen, another boarder.

When arraigned before Alderman Howe, the woman could offer no defense, as the skirt was found in her trunk, which was left on the premises, and she was required to furnish \$300 bail for her appearance at court.

See Hive, of Wilkes-Barre, Pa., cor. Public Sq. and West Market street. Surpassing all and equalled only by the largest New York Milliners. The Brilliant Fall Opening of English, French and American Hats and Bonnets. Opening Days Tuesday, Wednesday, Thursday, Oct. 3, 4, 5, 1899. Miss Mary Triest extends a cordial invitation to her many friends and patrons of Scranton and vicinity.

Smoke the Popular Punch Cigar, 10c.

Ayer's Hair Vigor. What does it do? It makes the hair soft and glossy, precisely as nature intended. It cleanses the scalp from dandruff and thus removes one of the great causes of baldness. It makes a better circulation in the scalp and stops the hair from coming out. And it restores color to gray or white hair. \$1.00 a bottle. Sold by all druggists. It Prevents and Cures Baldness. If you do not obtain all the benefits from the use of the Vigor, write the Doctor about it. Address, Dr. J. C. Ayer, Lowell, Mass.

INJUNCTION IS MADE PERMANENT

JUDGE GUNSTER'S OPINION IN PARK LOOP CASE.

He Says City Stood by for Weeks and Months and Years and With-out Objection Permitted the Plaintiff Company to Continue Expending Money on the Grading of Streets and Laying Tracks—Believes Such Action Constituted a Waiver of Rights on the Part of the City.

Judge F. W. Gunster yesterday handed down his opinion in the equity case of the Scranton Railway company against the city of Scranton and James Mott, mayor, which makes the injunction permanent.

The injunction was asked to prevent the city from interfering with the construction of the Nay Aug park loop of the plaintiff company. The opinion in full is as follows:

From the pleading and evidence in the case I find the following:

FACTS.—The Scranton Railway company, the plaintiff, is a corporation duly incorporated under and by virtue of the laws of the state of Pennsylvania, having the right to construct and operate street cars and other vehicles on the streets of the city of Scranton, and has succeeded to all the rights of the Nay Aug Crosstown Railway company, the Valley Passenger Railway company, and the Scranton Traction company, in the matter hereinafter set forth.

Second—Mulberry street is a public street in the city of Scranton, and on the 18th of August, 1897, the eastern terminus of said Mulberry street was Prescott avenue, another public street running at right angles with Mulberry street, the land to the east of Prescott avenue being owned by the Lackawanna Iron and Coal company, not laid out in blocks or lots, but in strips or other public thoroughfares. On the 16th of August, 1893, the Lackawanna Iron and Coal company, having in contemplation the extension of its street car line from Prescott avenue and the plotting of the same into lots and blocks with streets and alleys, made and entered into an agreement with the Scranton Traction company, whose rights hereunder have devolved upon the plaintiffs in this bill. Said contract is as follows:

THE AGREEMENT.—"This agreement entered into this sixteenth day of August, 1893, between the Lackawanna Iron and Coal company, the first part, and the Scranton Traction company, of the second part:

Witnesseth, that the Lackawanna Iron and Coal company, in consideration of the covenants on the part of the party of the second part, hereinafter contained, doth covenant and agree to and with the party of the first part, to grant the right of way for a single track railroad over the land of the said party of the first part, as aforesaid, viz: Along the center line of a proposed extension of Mulberry street, from the center of Harrison avenue, southeasterly to the center of a proposed street called Arthur avenue, thence along the center line of said street, to the division line of lands of the Lackawanna Iron and Coal company, and the so-called 'Black' estate, owned by the said Scranton Traction company, in consideration of the covenants on the part of the party of the first part, doth covenant and agree to and with the party of the second part, to grant the right of way for a single track railroad over the land of the said party of the first part, as aforesaid, viz: Along the center 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